COLLECTIVE BARGAINING AGREEMENT

WCBTA, LLC dba BIG B'S TRUCK REPAIR

and

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE 751, LOCAL LODGE 86

SEPTEMBER 09, 2019 - SEPTEMBER 8, 2022

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COLLECTIVE BARGAINING AGREEMENT

of September 01, 2019

BETWEEN

WCBTA, LLC dba BIG B'S TRUCK REPAIR

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO DISTRICT LODGE 751, LOCAL LODGE 86

THIS AGREEMENT, dated as of the 1st day of September, 2019 by and between WCBTA, LLC, dba BIG B'S TRUCK REPAIR, hereinafter referred to as the Employer, and the International Association of Machinists and Aerospace Workers, AFL-CIO, District 751, Local Lodge 86, hereinafter referred to as the Union, prescribing conditions covering our mutual business relations by fixing the following scale of wages, schedule of hours, and working conditions affecting the Employer and the Employees covered by this agreement.

This agreement shall supersede all previous agreements. Any employee already receiving more than the minimum set forth herein, for his classification, shall suffer no reduction as a result of this agreement and nothing herein shall preclude the payment of a higher rate at the discretion of the firm.

ARTICLE 1 UNION RECOGNITION AND COVERAGE

1.1 The Employer herewith recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, as the sole exclusive collective bargaining agent for all automotive mechanics, automotive machinists, auto electricians, tune-up men, welders, body and fender men, painters, radiator repairmen, refrigerator repairmen, and their apprentices, excluding clerical and office employees, administrative employees, guards and supervisors as defined in the L.M.R.A. as amended, and all other employees presently under agreement with other Unions.

ARTICLE 2 UNION SECURITY

- 2.1 All Employees covered by this agreement, who have been in the employ of the Employer for a period of thirty-one (31) days shall make application to and shall become and remain members in good standing of the Union as a condition of employment.
- 2.2 The Employer shall, within five (5) calendar days after receipt of notice from the Union, discharge any employee who is not in good standing with the Union, as required by the preceding paragraph. It is further understood that the five (5) day period allowable in this Section, is not to be construed as an extension of time to comply with Section 1 of this Article.
- 2.3 When a new Employee is hired, the Employer agrees to give a written notice via email or regular mail, of the Employee's name, address, date of hire, and his classification to the Union, within seven (7) days of date of hire.

ARTICLE 3 HIRING PROCEDURE

- 3.1 The Union agrees to maintain a hiring hall and to solicit qualified workmen, both Union and non-Union, in order to fill necessary requisitions for such workmen. The Employer agrees to use the services of such hiring hall and shall call upon the Union to furnish a list of all available qualified workmen he may require in the classifications herein mentioned. The Employer shall give every consideration to the qualifications of the workmen on the list supplied by the Union for the position open, but shall not be required to hire workmen from this list. The Union agrees that it will not discriminate against non-Union workmen in the operation of such a hiring hall.
- 3.2 If the Employer does not hire workmen from the list supplied from the Union, he may procure workmen from other sources, provided however, the Employer shall, in such instances, furnish the Union with the names of such workmen, their classification, and the date of hiring.

ARTICLE 4 HOURS OF WORK

- 4.1 Eight (8) hours within not more than eight and one-half (8-1/2) consecutive hours shall constitute a work day. Five (5) consecutive days shall constitute a work week of forty (40) hours. There shall be two (2) consecutive days of rest between work weeks; Saturday and Sunday, or Sunday and Monday.
 - a. The first shift shall be any regularly scheduled shift which shall start no earlier than 7:00 A.M. and not later than 9:30 A.M.

- b. The second shift shall mean any regularly scheduled shift which shall start not earlier than 3:00 P.M. and not later than 5:30 P.M.
- c. The third shift shall mean any regularly scheduled shift which shall start not earlier than 11:00 P.M. and not later than 1:00 A.M.
- 4.2 All Employees shall have a regularly scheduled shift which shall be the same each day of the work week. There shall be a three (3) day notice to Employees before any change is made in their schedule.
- 4.3 Employers may operate additional shifts of eight (8) hours within eight and one-half (8-1/2) consecutive hours, overlapping the regular shift if desired, or entirely outside of the regular day shift hours, and provided for all hours worked other than 7:00 A.M. to 6:00 P.M. for forty-seven cents (.47¢) per hour extra be paid.
- 4.4 Employees who choose to attend to personal hygiene, at the end of their shift, shall do so on their own time.

ARTICLE 5 RATES OF PAY AND CLASSIFICATIONS

JOURNEYMEN

Effective September 09, 2019 \$27.50

Effective September 09, 2020 \$27.75

Effective September 09, 2021 \$28.00

UTILITY HELPER

60% of Journeyman rate

5.1 The Working Foreman shall be a competent Journeyman Mechanic. In shops employing three or more mechanics, the working foreman shall

receive not less than one dollar (\$1.00) per hour premium above the regular Journeyman scale, and shall work the same hours as set forth in this agreement.

5.2 Apprentices:

1st 6 months – 60% of Journeyman rate of pay 2nd 6 months – 65% of Journeyman rate of pay 3rd 6 months – 70% of Journeyman rate of pay 4th 6 months – 75% of Journeyman rate of pay 5th 6 months – 80% of Journeyman rate of pay 6th 6 months – 85% of Journeyman rate of pay 7th 6 months – 90% of Journeyman rate of pay 8th 6 months – 95% of Journeyman rate of pay

5.3 The Employer may hire one (1) utility man whose duties shall include: lubrication, changing oil and all filters, changing gear box oil, clean parts, work on company vehicles, adjust and repair tires, adjust brakes, remove and replace wiper blades, mud flaps, bulbs, lights, lens, reflectors, fuses, adjust belts, do basis visual safety inspection (PM and DOT), and maintenance of fluid levels. The safety inspection shall not include any repair or major work such as tune-ups, wheel bearings, and lift gate inspections. The utility man shall not perform repair work on customer vehicles, nor shall they perform welding of any nature.

ARTICLE 6 OVERTIME

6.1 All work performed in excess of eight (8) hours in any one day, shall be paid for at the rate of time and one-half (1-1/2). Two times the rate (2 for 1) shall be paid for all hours worked on Saturdays, Sundays and holidays.

6.2 Road mechanics shall receive a premium of one dollar (\$1.00) for each hour of road work performed and shall receive time and one-half (1-1/2) for the hours following the Employee's regular shift plus expenses on the road and on the job. No employee shall be required to furnish transportation for company business.

ARTICLE 7 CALL-BACK AND REPORTING TIME PAY

- 7.1 Whenever an Employee comes to work for their regular shift, he will receive a minimum of four (4) hours work for pay. If an employee volunteers to go home early he will be paid for hours actually worked.
- 7.2 Any Employee who is to be laid off shall be notified of such lay off before leaving the Employer's premises at the end of the workday. Any such Employee not so notified shall be considered as ordered to report at the beginning of the next workday.
- 7.3 Any Employee called or required to report for emergency work after having left the Employer's premises, shall be allowed a minimum of two (2) hours work at the overtime rate of pay.

ARTICLE 8 HOLIDAYS

8.1 The following holidays shall be considered paid holidays under this agreement, regardless of the day of the week on which they fall:

New Year's Day

Thanksgiving Day

Memorial Day

The Friday following Thanksgiving Day

Fourth of July

Christmas

Labor Day

One (1) additional holiday for a total of eight (8) shall be taken at the time that is mutually agreed on the Employee's birthday, or as one (1) additional day at the beginning or at the end of the Employee's vacation period.

One (1) additional floating holiday, for a total of nine (9), shall be taken at a time mutually agreed upon between Employee and Employer.

- a. In order to receive pay for holidays not worked, the Employee must have completed the probationary period, have worked their last scheduled workday, the day before and the day after the holiday, unless otherwise excused by the Employer, except in cases of illness and not be receiving worker's compensation.
- 8.2 Each Employee shall receive eight (8) times his regular hourly shift rate for each of the above holidays not worked, shift premium rate shall be included if the Employee's regular rate includes a shift premium.
- 8.3 Should any of the above holidays fall on a Saturday or Sunday, the day observed by the State and/or the Nation, shall be observed as a holiday, and compensated for as required under the foregoing paragraphs of this section.
- 8.4 Should a holiday fall within an Employee's vacation period, the Employee shall take an additional day off with pay. This day to be either the last regularly scheduled work day, or the first regularly scheduled work day prior to or following the vacation period.
- 8.5 In case of illness or lay off, holiday pay, as set forth above, shall be paid if the holiday falls within a fifteen (15) day period immediately following the first day of such absence.

ARTICLE 9 VACATIONS

- 9.1 Vacations will be granted on the basis of one (1) week's vacation with pay after one (1) year of service, and two (2) weeks vacation with pay after three (3) years of service, and three (3) weeks vacation with pay after ten (10) years of service.
- 9.2 In the event of termination for any cause earned vacation pay shall be paid on a pro-rated basis after one (1) year of employment. Such pro-rated vacation pay shall be determined in the following manner:

After one (1) year or more, three and one third (3-1/3) hours for each earned month of employment.

After three (3) years or more $-\sin$ and two-thirds (6-2/3) hours for each earned month of employment.

After ten (10) years or more – ten (10) hours for each earned month of employment.

- 9.3 Vacations will be bid and scheduled in accordance with seniority consideration of classification.
- 9.4 Vacations to be paid at the Employee's regular shift rate of pay in effect at time vacation is taken.
- 9.5 Nothing in this provision shall cause a reduction in the length of any vacation now being taken.
- 9.6 Vacation may be accrued for a maximum of two (2) years.

- a. The Employer agrees to post the total number of hours of vacation accrued and earned each month. The Employee vacation selection shall be made between January 2 and March 2 of each year for that calendar year. The Employer shall approve or deny vacation requests by March 15 of each year. Once vacation has been approved by the Employer, a senior Employee applying for vacation after March 2, may not displace a junior Employee's vacation which has been approved by the Employer.
- 9.7 The Employee shall not be permitted to work in lieu of a vacation.
- 9.8 All vacation is accrued monthly and is payable in full upon leaving the Company, except in the first twelve (12) months of employment.
 - a. Employees on their first (1st) and second (2nd) anniversary shall be entitled to a vacation of forty (40) hours pay at their straight time hourly rate.
 - b. Employees on their (3rd) through ninth (9th) anniversary shall be entitled to a vacation of eighty (80) hours pay at their straight time rate.
 - c. Employees on their (10th) anniversary shall be entitled to a vacation of one hundred twenty (120) hours pay at their straight time rate.

ARTICLE 10 HEALTH & WELFARE & DENTAL

10.1 The Employer agrees to provide Health & Welfare and Dental coverage for its eligible Employees. Health & Welfare coverage is currently provided by Machinists Health & Welfare Plan 15, and includes Vision 1, Preventive, Life and AD&D coverage at \$10,000, Dependent Life, and Weekly Time Loss at \$425.00. The Dental coverage is currently provided by Northwest I.A.M. Benefit Trust Plan #127. For the life of the Agreement, the Employer shall contribute eighty percent (80%) and the Employee twenty percent (20%) of the total cost of the two plans. Employees shall be eligible for health and welfare and dental coverage after having attainted seniority.

- a. Upon prior written notice to the Employer, the Union may, at its option, substitute Employee participation in a different Health & Welfare, or Dental program and Trust, provided substantially equivalent benefits as those currently in effect are maintained. The Employer will not be held liable for penalties or excess charges involved in the changing of these programs.
- b. The Employer and the Union agree to subscribe and be bound to all working rules as prescribed by the Trustees of the Trust in effect.
- c. The contributions shall be paid to the Trust Funds by the 10th day of the month following the month in which the contributions were earned, or by such other due date as may be established by the Board of Trustees.

ARTICLE 11 PENSION PLAN

11.1 The Employer shall pay into the IAM National Pension Fund for the purpose of providing retirement benefits for eligible employees pursuant to the provisions of the IAM National Pension Fund three dollars (\$3.00) per compensable hour to a maximum of 2,080 hours per year per employee.

The employer has agreed to the IAM&AW District Lodge 751, local Lodge 86 supplemental agreement. Effective May 28, 2019 ("Adoption date"), Employer will contribute to the Fund the schedule of additional contribution rates required under the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 ("the 2019 rehabilitation plan"), which is incorporated by reference into this Supplemental Agreement.

11.2 Effective September 1, 2019, the Company agrees to contribute to the IAM District 751 Savings Plan Trust ("Plan"), on behalf of each bargaining unit employee (including probationary employees), thirty cents \$.30 per compensable hour to a maximum of 2080 hours per year per employee. Upon acceptance for participation in the Plan by the Trustees, the Company agrees to the terms of the Trust Agreement and to make such contributions monthly, due by the 15th day of the month immediately following the month they are earned. Upon request of the administrator of the Plan, the Company will provide information to the Plan as needed to complete any IRS required discrimination or coverage testing and/or payroll audit.

ARTICLE 12 SENIORITY

- 12.1 Seniority applies to layoff for the purpose of reducing the force and subsequent rehiring.
- 12.2 New Employees shall not have seniority for the first ninety (90) days of employment.
- 12.3 After ninety (90) days, seniority shall date from the time of employment.

- 12.4 A seniority list shall be posted in the shop.
- 12.5 Before this list is posted, it shall be presented to the Shop Committee for their approval.
- 12.6 In all layoffs, the last person on the list shall be the first person laid off.
- 12.7 In all rehiring, the last person laid off, shall be the first person hired back.
- 12.8 Preferred job openings shall be filled by senior Employees, provided they are willing and qualified.
- 12.9 The Employer shall be the judge of competency of the Employee and if the Employer is not satisfied with the work of the Employee, said Employee is not to be retained in the Employer's organization. Subject to the grievance machinery in Article XIII.
- 12.10 The Employee, after twelve (12) months of continuous separation from the company, will lose all seniority rights and benefits, unless mutually agreed upon by the Employer and Employee to extend this period.

ARTICLE 13 GRIEVANCE PROCEDURE

- 13.1 All complaints, disputes, grievances or differences that might arise over the interpretation or application of any part or portion of this agreement, shall be handled in the following manner:
 - Step 1. The individual or individuals having a grievance must present same to his respective Shop Steward within five (5) working days after the inception or occurrence thereof, otherwise they shall not be entitled to consideration.

- Step 2. The Shop Steward shall then present this grievance to the Foreman supervising the individual concerned. If no adjustment is reached;
- Step 3. The grievance then shall be presented to the authorized Company Official by the Shop Steward. If the grievance still remains unsettled:
- Step 4. The same shall be referred to the Business Representative of the Union and the highest authorized Company official, who shall attempt to reach a satisfactory adjustment. If no satisfactory adjustment is reached within five (5) days, this dispute shall be referred to:
- Step 5. An Arbitration Committee, consisting of one (1) representative of the Company, one (1) representative of the Union, and a third member to be chosen by these two. In the event the two (2) representatives designated by the parties shall be unable to agree upon the third member of the Arbitration Committee within ten (10) days, the Federal Mediation & Conciliation Service or the State Mediation Agency shall be requested to submit a list of qualified and approved arbitrators, one of which shall be selected to act as a third member of the Committee.
- 13.2 This decision shall be final and binding upon the parties hereto. Any decision rendered shall be within the scope of this agreement, and shall not change any of its terms or conditions. The arbitrators shall, in their decision, specify whether or not the decision is retroactive and the effective date thereof.

13.3 Failure of either party to select their representative for the purpose of arbitrating a dispute upon this section within thirty (30) days from the date such arbitration is requested, shall result in the dispute being adjusted in favor of the complaining party. Any mutual expense incurred in the process of arbitration shall be borne equally between the Employer and the Union.

ARTICLE 14 DISCHARGE OR SUSPENSION

- 14.1 The Employer may discharge or suspend any Employee for just cause, but no Employee shall be discharged or suspended unless a written warning notice shall previously have been given to such Employee of a complaint against him concerning his work or conduct, except that no such prior warning notice shall be necessary if the cause of discharge or suspension is dishonesty, drinking related to his employment, or willful damage to company property or equipment, or gross insubordination.
- 14.2 No warning notice shall remain in effect for a period of more than one (1) year. A copy of such warning notice shall be sent to the Local Union at the time it is given to the Employee.
- 14.3 It shall be considered just cause for immediate discharge for any Employee to solicit or perform work of the character performed by the company in any other than the company's place of business, except as directed by the company.

ARTICLE 15 FUNERAL LEAVE

- 15.1 In the event of a death in the family (father or mother of either the Employee or his/her spouse, wife or husband, child, step-child, brother or sister), an Employee having seniority, shall be entitled to such time off work, without loss of pay, not to exceed two days as may be reasonably necessary, subject to the following conditions:
 - a. The days for which compensation is sought must fall within the Employee's regularly scheduled work week, and no compensation is payable if such days fall on or during weekends, holidays, vacation, leave of absence, or layoffs.
 - b. The compensable days (which must fall within the Employee's regular workweek) are limited to the day of the funeral or the day immediately prior thereto.
 - c. Pay for each compensable day shall be at eight (8) times the regular straight-time hourly rate.
 - d. Compensable funeral leave is limited to the relative specified in this article.

ARTICLE 16 GENERAL PROVISIONS

16.1 With a view to maintaining the most harmonious relations possible, and the utmost teamwork between Employees, work shall be distributed as evenly as possible and the Employees shall diligently apply themselves to elevating the standards of efficiency and workmanship.

- 16.2 Pay days under this agreement shall occur every two weeks.
- 16.3 There shall be no payroll deductions except as specifically required by Federal, State or Municipal Laws unless authorized by the Employees.
- 16.4 At least one bulletin board shall be maintained in each shop or place agreed upon for posting of rules and regulations of the Union, as well as for notices of interest to members of the Union. Copies of such notice, signed by the authorized representative of the Union, shall be presented to the Employer for their information.
- W.I.S.H.A. Safety Laws shall be complied within the operating of gas engines, machinery, arc welding and spray guns (paint and metal) where men are working. The firm shall use all means of cleaning the shop of gas fumes, exhaust gases and smoke, and all hazardous working conditions shall be rectified immediately by the Employer. All applicable State and Federal Safety Laws will be followed by the Employer and the Employee.
- 16.6 One uniform or coverall shall be furnished and laundered per covered Employee, per day, by the Employer.
- 16.7 Piecework, flat rate, bonus and so-called merit systems are barred as a basis for computing the pay of any Employee coming under this agreement.
- 16.8 The labor necessary to correct any comeback work found to be caused by defective workmanship or neglect on the part of the mechanic assigned to the job, shall be the sole responsibility of that mechanic to make the necessary corrections and shall be paid at his regular straight time hourly

rate of pay and any overtime pay shall be waived. In the event of a dispute as to whether the comeback work is caused by defective workmanship or neglect on the part of the mechanic assigned to the job, the matter shall be referred for a decision to a committee consisting of the mechanic involved, the lead man, the supervisor, and the shop stewards. The decision of this committee shall be final and binding on all parties. In the event that this committee cannot reach a decision, the matter shall be subject to the arbitration procedure set forth in step 5 of Article XIII. Failure of the mechanic to abide by a decision of the committee or the arbitrator shall be cause for discharge.

- Due to the nature of our business, Union employees shall be required to apply for a CDL license within sixty (60) days from signature of this Agreement unless the Employee has a medical condition that prevents him from obtaining the license. The Employer shall provide the truck and trailer required to take the driving test.
- 16.10 An Employee suffering an industrial injury, who is advised not to resume work by his Foreman or First Aid Attendant, or by a physician to whom he has been referred, shall be paid on his usual basis for the entire shift on which the injury occurred.
- 16.11 The Employer agrees to repair or replace pneumatic tools up to and including ½" drive and excluding all larger drives. These tools need to be purchased or repaired after September 01, 2013. The Employer further agrees to repair or replace torque wrenches. Replaced tools will be of equal quality.

ARTICLE 17 UNION SHOP CARDS

17.1 The Union agrees to furnish the Employer with a suitable Shop Card which will certify to the general public that the Employer is fair to organized labor, and deserves the support and patronage of organized labor. The Employer agrees to post this card in a conspicuous place and further agrees that this card shall remain property of the Union.

ARTICLE 18 SHOP STEWARDS

- 18.1 The Union will select, among the Employees in the plant, an adequate number of Shop Stewards for the handling of Union business. Effective with the 2013 Labor Agreement, any newly selected steward will not be the working foreman. (Current steward is Bill Nikkola and excluded from the stipulation).
- 18.2 The Business Representative of the Union, after proper clearance from Management, shall have access to the Employer's premises during the working hours for the purpose of determining that the provisions of this agreement are being complied with.

ARTICLE 19 SAVINGS CLAUSE

19.1 In the event that any provision of the agreement is declared to be in violation of any existing law by a court of competent jurisdiction, such provision shall not be enforced by either party hereto, but all other provisions of this agreement, not in conflict therewith, shall remain in full force and effect.

ARTICLE 20 PICKET LINE

20.1 During the life of this agreement, no strike or work stoppage shall be caused or sanctioned by the Union, and lo lockouts shall be entered upon by the Company. Any action of the Company, in closing its plant during a general strike, riot, or civil commotion, for the protection of the plant or property, shall not be deemed a lockout. Any action of the Employees in refusing to go through a picket line for their own protection in case of an officially declared strike by some Union directly working on the job, if said strike is sanctioned and approved by District 751, shall not constitute a violation of this clause of the agreement.

ARTICLE 21 WORK RULES

21.1 It is recognized that the Employer may establish working and safety rules from time to time that are not in conflict with this agreement, however, the exercise of these work rules shall be subject to the grievance procedure in Article XIII of this agreement.

ARTICLE 22 JURY DUTY PAY

22.1 An Employee having seniority as provided in Article XII, Seniority, and required by law to serve as a juryman, shall upon satisfactory proof to the Employer of such service rendered, be reimbursed by the Employer for his work time lost on the basis of the difference between his straight time day shift hourly job classification rate and his jury pay (excluding travel allowance); provided however, such employer reimbursement shall not be applicable to any period of time during which said employee juryman did not perform work for the Employer other than when prevented from doing so solely because of said jury service; and further provided that such

Employer reimbursement is, in no event, to be applicable for a period of more than eight (8) hours in a standard workday, nor more than five (5) days in a standard work week.

In applying the foregoing, it is understood that if an Employee is called for jury service, responds to the call and loses time, but is not accepted for jury service, or serves and is relieved therefrom by the middle of his work shift, the Employee will be reimbursed by the Employer for his work time lost on the basis of the difference between his straight time day shift hourly job classification rate and his jury pay (excluding travel allowance) provided he returns to his job immediately and promptly reports these facts to the Employer, provided, further, that if an Employee works his regular shift in addition to performing jury duty, he shall not be paid by the Employer under the provision of the Article. The maximum employer liability shall be 40 hours per Employee in any calendar year.

ARTICLE 23 DURATION

23.1 This agreement shall become effective September 01, 2019, and shall remain in effect through August 31, 2022.

If either party desires to modify or terminate this agreement, notice in writing, must be served upon the other party at least sixty (60) days prior to termination. It is expressly understood and agreed that in the event such notice is served and the parties are unable to reach a satisfactory agreement within sixty (60) days from the date of serving of the aforementioned notice, anything in this agreement to the contrary notwithstanding, this agreement and all the sections and provisions thereto, shall be and are hereby terminated and canceled from and after midnight of the termination date after serving of the aforementioned written notice, unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 31 day of August 2019.

Cheryl Mikkola
Cheryl Nikkola
Owner
WCBTA, LLC
District 751, Local Lodge 86

dba BIG B'S TRUCK REPAIR

opeiu#8 afl-cio